GOVERNMENT OF KARNATAKA

(e-Procurement Tender on Karnataka Public Procurement Portal)

Name of Work: "Design Build Operate and Transfer (DBOT) tender for development of Bengaluru Business Corridor from Tumkur road to Bellary Road (Km 0+00) to (Km 21+00)"

TENDER DOCUMENT

OFFICE OF
EXECUTIVE ENGINEER,
INFRASTRUCTURE DIVISION
BANGALORE DEVELOPMENT AUTHORITY (BBCL)
BENGALURU, KARNATAKA STATE, INDIA

TENDER FOR THE WORK OF

"Design Build Operate and Transfer (DBOT) tender for development of Bengaluru Business Corridor from Tumkur Road to Bellary Road (Km 0+00) to (Km 21+00)]"

Tender Reference: Tender No:

PERIOD OF DOWNLOAD OF TENDER DOCUMENT https://kppp.karnataka.gov.in	**As indicated in Karnataka Public Procurement Portal**
LAST DATE AND TIME FOR RECEIPT OF TENDERS	**As indicated in Karnataka Public Procurement Portal**
TIME AND DATE OF OPENING OF TENDERS "Technical Proposal "	**As indicated in Karnataka Public Procurement Portal**
ADDRESS FOR COMMUNICATION	**OFFICE OF THE EXECUTIVE ENGINEER, INFRASTRUCTURE DIVISION BANGALORE DEVELOPMENT AUTHORITY, BENGALURU, KARNATAKA STATE, INDIA Phone: +91-9449377654 Email: bdaeeprr@gmail.com bdainfraprojects@gmail.com**

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Disclaimer

The information contained in this Tender document or subsequently provided to Tenderer(s), whether verbally or in documentary or any other form by or on behalf of the Employer or any of its employees or consultants/ advisors, is provided to Tenderer(s) on the terms and conditions set out in this tender document and such other terms and conditions subject to which such information is provided.

This Tender document is not an agreement and is neither an offer nor initiation by the Employer to the prospective Tenderers or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in making their financial proposals pursuant to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived by the Employer in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Tenderer may require. This Tender document may not be appropriate to all persons, and it is not possible for the Employer, its employees or consultants/ advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements, and information contained in all sections of this Tender document may not be complete, accurate, adequate, or correct. Each Tenderer should, therefore, conduct its own investigations and analyses and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this Tender document to the Tenderer(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for an interpretation or opinion on law expressed herein.

The Employer, its employees and consultants/ advisors make no representation or warranty and shall have no liability to any person, including any Tenderer under the law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way for participation in this Tender Stage.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Tenderer upon the statements contained in this Tender document. The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumptions contained in this Tender document.

The issue of this Tender document does not imply that the Employer is bound to select a Tenderer or to appoint the selected Tenderer, as the case may be, for the Project and the Employer reserves the right to reject all or any of the Tenderers or Tenders without assigning any reason whatsoever.

The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Tender including but not limited to preparation, copying, postage, delivery, fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Tender. All such costs and expenses will remain with the Tenderer and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Tender, regardless of the conduct or outcome of the Tendering Process.

The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, statement, assessment, or assumptions contained in this RFP. Intimation of discrepancies in the RFP document, if any, should be given to the Authority immediately by the Tenderer. If no written communication is received by the Employer, it shall be deemed that the Tenderer has understood the contents of this RFP in all respects.

Nothing in this RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.

The Tenderers are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Tender. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Tenderer towards any officer/employee/ consultant/ advisor of the Employer or to any other person in a position to influence the decision of the Employer for showing any favour in relation to this RFP or any other contract, shall render the Tenderer(s) to such liability/penalty as the Employer may deem proper, including but not limited to rejection of the Tender of the Tenderer and forfeiture of its Tender Security.

SECTION 1:
INVITATION FOR TENDERS (IFT)

SECTION 1: INVITATION FOR TENDERS (IFT)

(Through Karnataka Public Procurement Portal Mode)

Date: **Notification No:**

1. Executive Engineer, Bangalore Development Authority (BDA), (Bengaluru Business Corridor Limited, BBCL), Bengaluru, Karnataka invites tenders from eligible Tenderers, for the below detailed work on DBOT basis. **Two Tender document procedure as per Rule 28 of the Karnataka Transparency in Public Procurement Act, 1999 and Rules, 2000 shall be followed. The Tenderers are required to submit all the documents required for the Tender through Karnataka Public Procurement Portal mode, through portal-https://kppp.karnataka.gov.in**

   i. Technical Proposal

   (a) Containing the Earnest Money Deposit and the details of their capability to undertake the Tender (as detailed in ITT in Clause 10) will be opened first. The Proposal includes Technical Proposal of the tenderer of not lower than the departmental proposal which will be evaluated as part of Technical Scrutiny (see Clause 3.8 for details regarding this).

   (b) Tenderer should submit the concept note with the general layout of scheme, location of the scheme components and type of land and extent of area. The concept shall indicate the details of items involved, quality and make of core items. The concept will be placed before the Technical Committee for evaluation. Only after acceptance of concept of the scheme, Financial Proposal will be opened.

   (c) The Tenderer shall furnish any clarifications required by the committee within the time as indicated in the communication for seeking such additional clarification. In case of failure by the Tenderer to submit the clarifications on time, the Committee's decision is final and binding.

   ii. Financial Proposal will be opened only if the Tenderer is found to be technically qualified as per above conditions. The Financial Proposals of Tenderers whose Technical Proposals are rejected/disqualified shall not be opened.

2. **Manual submission of Tenders or documents is not allowed and such submissions shall be ignored and Tender of a Tenderer making such submissions shall be rejected as disqualified**.

3. Tender documents may be downloaded &submitted in the Karnataka Public Procurement Portal of e- Governance Department, **https://kppp.karnataka.gov.in** from the date specified, along with a non-refundable Tender fee as prescribed by Karnataka Public Procurement Portal in the form and manner as prescribed by e-Procurement Platform. BDA will not be held responsible for the technical issues with the said Portal. The technical issues and resultant of any delay leading to non-submission of Tender shall be responsibility of the Tenderer. The Tenderer is required to ensure browser compatibility of the computer well in advance to the last date and time for

receipt of the Tenders. It is the Tenderer's responsibility to verify the Karnataka Public Procurement Portal for the latest information related to the Tender. E-mail address of the helpdesk is support@eprochelpdesk.com Karnataka Public Procurement Portal helpdesk telephones numbers are +91 80 46010000/ +91 80 68948777/080-22371090/080-22340060/080-22340948 who may be contacted during office hours.

4. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the Table below. The EMD shall be deposited through Karnataka Public Procurement Portal, https://kppp.karnataka.gov.in as mentioned in Clause 15.2 of Instructions to Tenderers.

5. Tenders must be correctly and properly uploaded in Karnataka Public Procurement Portal(https://kppp.karnataka.gov.in) on or before the date and time specified in Karnataka Public Procurement Portal and Technical Proposal of the Tenders will be opened on the specified time and date, in the presence of the Tenderers who wish to attend. If the office happens to be closed on the any specified date of the Tenders, the said action shall be taken on the next working day at the same time and venue.

6. A Pre-Tender meeting will be held on the date and time as mentioned in the Karnataka Public Procurement Portal either at **the Office of Bengaluru Business Corridor Limited, UNI Building, 4th Floor, Vasanth Nagar, Off Miller's Road, Bengaluru, 560051** or through appropriate online mode to clarify the pre-Tender queries received before the last date of submission of queries as per the Karnataka Public Procurement Portal and to answer questions on any matter that may be raised at that stage as stated in Clause 8 of 'Instructions to Tenderers' of the Tender document. The link for the online pre-bid meeting will be sent to those interested tenderers through e-mail for which the request is received.

Other details are available in the Tender documents.

No: BDA/EM/EE(ID)/TEN/207/2025-26 Date: 30.03.2026

INVITATION FOR TENDER (IFT)

(Through GoK e-Procurement platform https://kppp.karnataka.gov.in/)

Bangalore Development Authority is invited Tender for "Construction of Bangalore Business Corridor (Peripheral Ring Road-1) package -1 from Tumkur road to Bellary Road (Km 0+000) to (Km 21+000) Design, Build, Operate and Transfer (DBOT) mode". (Indent Number: BDA/2025-26/RD/WORK_INDENT239).

Sl No	Name of Work	Approximate Cost Rs. In Crores	E.M.D Rs. In Crores	Tender Processing Fee	Period of Completion
1	2	3	4	5	6
1	Construction of Bangalore Business Corridor (Peripheral Ring Road-1) package -1 from Tumkur road to Bellary Road (Km 0+0000) to (Km 21+000) inclusive of 10 year O&M Design, Build, Operate and Transfer (DBOT) mode.	3348.00	33.50	As per Karnataka Public Procurement Portal	36 months of construction and 120 months of Operations & Maintenance

Tender Schedule is as below.

Tender Schedule: (1) Tender Published Date: (07.04.2026) (2) Last Date and time for tender queries is: (16.04.2026) 16:00:00; Pre-bid meeting is on 17.04.2026. (3) Last Date and time for Receipt of Tenders: (06.05.2026) 16:00:00 (4) Date and Time of opening Technical bid (08.05.2026) 16:30:00. (5) Date and Time of opening Financial bid (14.05.2026)16:30:00 Interested bidders can view further details on https://kppp.karnataka.gov.in and for more details it is requested to contact the Infrastructure Division of BDA during office hours.

Note: The implementation of the project on lands that are subject matter of various cases pending in Hon'ble Courts is subject to the outcome of such cases.

The Tenders must be accompanied by Earnest Money Deposit (EMD) of Rs. 33,50,00,000/- (Rupees Thirty-Three Crore Fifty Lakhs only) shall be paid online through e - Procurement Portal using any of the Payment Modes viz., Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC), unconditional Bank Guarantee/e-Bank Guarantee or an Insurance Surety Bond

EXECUTIVE ENGINEER,
INFRASTRUCTURE DIVISION
BANGALORE DEVELOPMENT AUTHORITY

Scope of Work

Design Build Operate and Transfer (DBOT) tender for development of Bengaluru Business Corridor from Tumkur road to Bellary Road(Km 0+00) to (Km 21+00)]

Part A- Design, Build and Commissioning:

- Total length of the project – 21.00 Km
- Right of Way – 100m
- Access controlled eight lane main carriage way separated with central median of 4m
- Service road separated from main road by precast post and panel wall on city side - 11m
- Service road separated from main road by precast post and panel wall on outskirt side – 7m
- Covered surface drain after paved shoulder and gantry space, which is rerouted across the service lanes to the outer drain and let out at suitable low-lying areas and water bodies
- A green belt/ metro corridor throughout the length of the PRR (excluding interchanges and RoB)
- Bicycle lane beyond service road – 2m wide
- Grade separator/ interchanges proposed at major radial road crossings (National Highways and State Highways)
- ROB at 3 Railway crossings
- Numerous VUP/VOP, minor and major bridges across Forest area, water bodies and utility gas pipelines
- Toll plazas proposed at entry & exit of all interchanges to regulate the entry & exit to the main carriageway
- Cross drainage structures, longitudinal drains, median drains, and additional culverts across PRR for water supply lines, utility ducts and chambers
- Road furniture like road signs, lane markings, crash barriers, road delineators, raised pavement markers, landscaping / arboriculture.
- Intelligent Transport Systems (ITS)

Part B – Operation & Maintenance

Operation & maintenance of the facilities created under Part A for a period of 10 years & subsequently transfer the same at the end of tenure in working condition. Toll booths shall be operated by the successful Tenderer, but collection of revenue from tolls shall be owned by BDA/BBCL.

EXECUTIVE ENGINEER,
INFRASTRUCTURE DIVISION
BANGALORE DEVELOPMENT AUTHORITY

SECTION 2:
INSTRUCTIONS TO TENDERERS (ITT)

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. GENERAL

1. Scope of Tender

1.1. Executive Engineer, Bangalore Development Authority, Bengaluru, Karnataka, Country-India (Referred to as 'Employer') invites Tender following the Two Tender Document procedure through Karnataka Public Procurement Portal of e-Governance Department, Government of Karnataka (https://kppp.karnataka.gov.in), from eligible Tenderers, for the work (as defined in these documents and referred to as "the Works") detailed in the Table given in the Instructions to Tenderers.

2. Eligible Tenderer

2.1. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or Government of India or any another state / central government.

2.2. Joint Ventures are allowed.

3. Qualification of the Tenderer

3.1. All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information. [Requirements as listed in Clause 3.2 are minimum qualification conditions and any Tenderer failing to meet the same shall stand disqualified at the technical evaluation stage].

3.2. To qualify for this Tender, each Tenderer in its name should have in the last five years i.e. 2020-21 to 2024-25

Sl. No.	Qualification criteria	Single Entity	Joint Venture
a.	Achieved in each of the at least two financial years a minimum annual financial turnover[1] (in all classes of civil engineering construction works only) of **Rs. 2066.00 Crores**. (*The Consolidated Annual Financial turnover certificate for the relevant financial years certified by Statutory Auditor along with UDIN number (also the audited financial statements for each of the financial years to be submitted).*	Has to meet this qualification criteria	Partners may either individually or jointly meet this qualification criterion. However, the Leader Partner to meet not less than 50% of this qualification criteria and the Other JV Partner to meet at least 30% of this qualification criteria
b.	Satisfactorily completed as Prime Contractor[2] at least Single Work / Project having capital cost of value not	Has to meet this qualification criteria	Partners may either individually or jointly meet this qualification criterion from one of their

[1] To bring to the FY in which the Tenders are invited, financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the Tender are invited.

[2] Prime Contractor means that the Tenderer should have carried out the entire activities of the project solely or as a Member of a Joint Venture to the extent of shareholding in the JV.

	less than **Rs. 1550.00 Crores**[3] of similar nature such as construction of National Highway/State Highway/Expressway/Urban Highways or on any category of road taken up under CRF, ISC/EI under HAM/PPP/ EPC mode		respective projects. However, the Leader Partner to meet not less than 50% of this qualification criteria and the Other JV Partner to meet at least 30% of this qualification criteria.
c.	Tenderer shall have executed in any one Financial Year (Each item year can be different), the following minimum Quantities of Work.		
	1. Earth work Excavation, Embankment, Sub-grade and Filling – 12,00,000 Cum	Has to meet this qualification criteria	Lead partner to meet not less than 50% of this qualification criterion. The Other JV Partner to meet at least 30% of this qualification criteria.
	2. Construction of GSB/WMM/CTSB – 1,42,000 Cum	Has to meet this qualification criteria	Lead partner to meet not less than 50% of this qualification criterion. The Other JV Partner to meet at least 30% of this qualification criteria.
	3. DBM/BC – 42,500 Cum	Has to meet this qualification criteria	Lead partner to meet not less than 50% of this qualification criterion. The Other JV Partner to meet at least 30% of this qualification criteria.
	4. Concrete Works M20 & above – 1,40,000 Cum	Has to meet this qualification criteria	Lead partner to meet not less than 50% of this qualification criterion. The Other JV Partner to meet at least 30% of this qualification criteria.
	5. TMT Steel – 18,000 MT	Has to meet this qualification criteria	Lead partner to meet not less than 50% of this qualification criterion. The Other JV Partner to meet at least 30% of this qualification criteria.

[3]The value of completed work shall be given a weight of 10% per year to bring them to the price level of the present FY from the year of the completion of the work. Projects, which have been completed 90% of Financial Progress, shall also be qualified to consider for evaluation under this clause.

	6. HT Strands – 1,120 MT	Has to meet this qualification criteria	Lead partner to meet not less than 50% of this qualification criterion. The Other JV Partner to meet at least 30% of this qualification criteria.
	7. Structural steel - 2,100 MT	Has to meet this qualification criteria	Lead partner to meet not less than 50% of this qualification criterion. The Other JV Partner to meet at least 30% of this qualification criteria.
d.	The Tenderer shall have satisfactorily executed and completed Bridge/ROB/Flyover of minimum single longest span of **30m** and a cumulative structure length of not less than **1.50 km** in the last five years from the bid submission date under a single project.	Has to meet this qualification criteria	Any partner or partners jointly to meet this qualification criterion However, Lead partner to meet not less than 50% of this qualification criterion. The Other JV Partner to meet at least 30% of this qualification criteria.
e.	The Tenderer or his declared sub-contractor should possess required valid Class I electrical license and the Tenderer should have executed similar electrical works of at least **Rs. 7.00 Crore** in any one year in last five years. (Work may include transmission lines and substation also)	Either meet this qualification criteria or subcontract electrical works. Experience of subcontractors will be considered for electrical works.	Any partner or partners jointly to meet this qualification criterion If electrical works are proposed to be subcontracted, experience of subcontractors will be considered for electrical works

Note: The work done certificates submitted by the Tenderer as part of evaluation under Clause 3.2, shall have to be issued by the concerned officer not below the rank of Executive Engineer from Central/ State Government Department/ Undertaking/ Quasi Government Organization or Statutory Auditor or Project Director (NHAI).

3.3. The Tenderer should further demonstrate:

a. Availability by owning/hired (50:50) following key and critical equipment for this work.

S. No	Description	Total Requirement	Remarks
1	Concrete Batching Plant and allied Equipment such as Transit Mixer (4 to 7cum capacity), Concrete Pump, Vibrator, etc. (CP-50 cum / hr.)	3 Nos.	
2	Paver finisher with sensor	2 Nos.	

3	Hydraulic Rotary Rig of minimum 1200mm diameter	4 Nos.	
4	Hot Mix Plant 100 – 120 TPH Capacity	1 No.	
5	Portal/mobile crane of 8T capacity and above	5 Nos.	
6	Excavator – PC 210 & above	20 Nos.	
7	Tippers	50 Nos.	
8	Water tank	6 Nos.	
9	Pneumatic rollers	2 Nos.	
10	Vibratory rollers	4 Nos.	
11	Graders	2 Nos.	

b. Liquid assets and/or availability of credit facilities of not less than **Rs. 200.00 Crores** unconditional Credit line/letter of credit/ certificates from banks for meeting the fund requirement etc.

3.4. To qualify for contract made up of this for which Tenders are invited in this Tender, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5. Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (e) above.

3.6. Tenderer who meets the above specified minimum qualifying criteria, will only be qualified, if their available Tender capacity is more than the total Tender value. The available Tender capacity will be calculated asunder:

Assessed available Tender capacity = (A*N*2.5 - B) where

A=Maximum value of civil engineering works executed in any one year during the last five years (updated to present FY price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which Tenders are invited. [N = 3 years (36 months) in this Tender].

B = Value at present FY price level, of existing commitments and on-going works to be completed during the next 3 years.

In case of JV, values of A and B shall be the sum total of the respective figures of all the Partners.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or Statutory Auditor.

3.7. The tenderer shall not be under corporate debt restructuring (CDR)/strategic debt restructuring (SDR)/ Corporate insolvency resolution process (CIRP)/ Bureau of Industrial and Financial reconstruction (BIFR) in the last five years prior to bid submission date. In this regard, the bidder shall submit along with bid, a certificate from their statutory auditor with a declaration that the Tenderer and Tie-partner is not under CDR/ SDR/ CIRP/ BIFR.

3.8. Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.
- During technical evaluation / verification, statement and calculations furnished in support of bid capacity found false such tenders shall be treated as non-response.
- The tenderer should not have any history of collapse /failure in any completed/on-going infrastructure works within last 5 years as on the date of tender submission.
- The tenderer should not have been barred/blacklisted as on date of submission of tender, by any Government Authority, local authority, World Bank, ADB or JICA funded projects or any other international financial institutions, or any entity controlled by it, and/or participating in any projects in the last 5 years.

3.9. Technical Proposal Details to the extent of Concept Design of Scheme - Refer Tender Data Sheet

3.10. Refer Tender data sheet

3.11. Refer Tender data sheet

3.12. Refer Tender data sheet

4. One Tender per Tenderer

4.1. Each Tenderer shall submit only one Tender. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering

5.1. The Tenderer shall bear all costs associated with the preparation and submission of his Tender, and the Employer will in no case be responsible and liable for those costs.

6. Site Visit

6.1. The Tenderer at his own cost, responsibility, and risk is required to visit and examine the Site of works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works and shall submit site inspection certificate from the Executive Engineer, Infrastructure Division, BDA. The cost of visiting the Site shall be at the Tenderer's own expense.

B. TENDER DOCUMENTS

7. Content of Tender documents

7.1. The Tender documents comprises of the following sections:

Section 1 – Invitation for Tenders
Section 2 – Instructions to Tenderers
Section 3 – Qualification Information
Section 4 –Forms of Tender, Letter of Acceptance, Notice to Proceed with the Work and Agreement Form
Section 5 – Conditions of Contract
Section 6 – Contract Data
Section 7 – Technical Specifications (Employer's Requirement)
Section 8 –Drawings
Section 9 – Bill of Quantities (Financial Proposal)
Section 10 – Format of Bank Guarantee for Security Deposit
Section 10A – Format of Bank Guarantee for Advance Payment

7.2. The Tender document is available online on the website, https://kppp.karnataka.gov.infrom where the Tender document can be downloaded free of cost.

8. Clarification of Tender Documents

8.1. A prospective Tenderer requiring any clarification on the Tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and fax/Email) at the Employer's address indicated in the IFT. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of Tender. Copies of the Employer's response will be forwarded to all purchasers of the Tender documents, including a description of the enquiry but without identifying its source.

8.2. Pre-Tender meeting

8.2.1. The Tenderer or his authorized representative is invited to attend a pre-Tender meeting which will take place at **the BBCL Office, UNI Building (opposite to Alliance Francise), 4th Floor, Vasanth Nagar, Off Miller's Road, Bengaluru, 560051** or through appropriate online mode at the date and time mentioned in the Karnataka Public Procurement Portal. The link for the online pre-bid meeting will be sent to those interested tenderers through e-mail for which the request is received.

8.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter related to this Tender that may be raised at that stage.

8.2.3. The Tenderer is requested to submit any questions in writing or by cable or by email or Karnataka Public Procurement Portal to reach the Employer not later than 3 days before the meeting.

8.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in Karnataka Public Procurement Portal. Any modification of the Tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-Tender meeting.

8.2.5. Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Amendment of Tender documents

9.1. Before the deadline for submission of Tenders, the Employer may modify the Tender documents by issuing addendum.

9.2. Any addendum thus issued shall be part of the Tender documents and shall be communicated in writing or by cable or by email or Karnataka Public Procurement Portal to all the purchasers of the Tender documents.

9.3. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with Clause 16.2.

10. PREPARATION OF TENDERS

10. Documents comprising the Tender

10.1 The Tender submitted by the Tenderer shall be in two tender documents in Karnataka Public Procurement Portal and shall contain the documents as mentioned below:

10.1.1. Technical Proposal (through Karnataka Public Procurement Portal(https://kppp.karnataka.gov.in):

i. The Tender Documents duly filled and signed by the tenderer.

ii. List of Enclosures/ Annexures
   a) Performance of the Tenderer showing value of Civil Engineering work for the past five financial years–**Annexure-I**
   b) Experience in works of similar nature and Magnitude within a period of 5 financial years–**Annexure-I**
   c) Commitment of works on hand – **Annexure-I**
   d) Works for which Tenders are already submitted –**Annexure-I**
   e) List of Equipment's available with Tenderer –**Annexure-I**

f) Average Annual Construction Turnover (Civil Engineering works) for the last five financial years–**Annexure-II**
g) Qualification/Experience of key personnel proposed for technical and administrative functions under this contract – Annexure**-III**
h) Sample Format for evidence of access to or availability of credit facilities – **Annexure-IV**.
i) Details of Litigation – **Annexure-V**
j) Declaration by the Tenderer about black listing, etc. –**Annexure-VI**
k) Details of components proposed to sublet and sub-contractors involved – **Annexure-VII**
l) Format for Power of Attorney for signing of Tender (**Annexure – VIII**)
m) Letter of Declaration (**Annexure VIIIA**)
n) Format for Power of Attorney for Lead Partner of Joint Venture (**Annexure VIIIB**)
o) Format for Joint Venture Agreement (**Annexure VIIIC**)
p) Format for Submission of Conceptual Design Components (**Annexure – IX**)

List of Certificates:

(i) Signature of all the Partners/Power of Attorney attested by the Notary Public
(ii) Registration of the firm, signature of the authorized person attested by the Notary Public
(iii) Proof of Registration of firm/Company
(iv) Audited Balance Sheets of last 5 years
(v) Credit line Certificate from Financial Institutions – (Format-III)
(vi) Income Tax Clearance Certificate
(vii) GST Registration Certificate and PAN Certificate
(viii) Certificate of performance issued by not less than the rank of Executive Engineer of the organization concerned or Statutory Auditor / Project Director (NHAI)

iii. Any other material required to be done and submitted by the Tenderers in accordance with these instructions.

iv. Any other material required to be completed and submitted by the Tenderers in accordance with these instructions.

v. Technical Proposal Details cum Concept Design (see minimum prescribed format at Section 7 – Technical Specifications (Employer's Requirement)).

vi. Proposal for this shall include (see format in this regard); but not limited to,
a) Horizontal & Vertical Alignment with Pavement composition
b) All Typical Cross Sections
c) Interchanges, Grade Separators, Flyovers, Overpasses, VUP
d) Highway Lighting
e) ITS
f) Drainage
g) Toll Plazas
h) Road Furniture & Safety.

NOTE: -This is a Design, Build, Operate & Transfer (DBOT) Tender, and, therefore, the Tenderer is expected to propose their own design within the overall framework of MORTH/ IRC Guidelines/Standards (it should be noted that there is no direct codal provisions for an 8 lane Urban Highway, but relevant content should be utilized), and relevant IS codes, sound engineering practice & other prescribed standards, norms and terms & conditions of this Tender limiting the construction period to 36 months and considering the given design parameters in this Tender document for various components in the system.

10.1.2. As a part of the Technical Proposal, as far as possible, the Tenderer shall present a design concept with Major component details.

10.1.3. Deleted

10.1.4. A Technical Committee comprising of subject matter experts shall be part of Tender Scrutiny Committee and evaluate the submitted design of the Tenderer.

10.1.5. In order to have utmost transparency in technical evaluation of the design, the minimum parameters which shall be covered in detail for the proposed design by Tenderer as part of the Technical Proposal (however, the format shall not be construed to limit the design and Technical Proposal that the Tenderer wishes to submit)

10.1.6. The Technical Committee shall evaluate and award marks to the proposed design. The proposed design must score at least 70% marks to be considered as having qualified.. In case the proposed design fails to score at least 70% marks in total, then the design shall be rejected & the Tender shall be declared as technically non-responsive.

10.1.7. In case the proposed design is rejected as per 10.1.6 by the Technical Committee then the Tender shall be declared as having failed in the technical evaluation and the Financial Proposal of such Tenderer shall not be opened.

10.1.8. The decision of the Technical Committee to accept or reject a proposed design as per 10.1.6 shall be final.

Any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2. Financial Proposal (through Karnataka Public Procurement Portal https://kppp.karnataka.gov.in)

11. Tender Prices

11.1. The contract shall be for the whole works as described in this Tender Document, based on the priced Bill of Quantities submitted by the Tenderer.

11.2. The Tenderer shall fill in the amount (both in figures and words) for all items of the Works described in the Bill of Quantities along with total Tender price (both in figures and words).

11.3. All applicable duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer, excluding applicable GST.

11.4. The amount quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract in accordance with the provisions of Conditions of Contract unless specified otherwise in the contract data.

12. Tender validity

12.1. Tenders shall remain valid for a period not less than **180 (one hundred-eighty days)** after the deadline date for Tender submission specified in Clause16. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and incompliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1. The Tenderer shall furnish, as part of his Tender, earnest money deposit in the amount as shown in column 4 of the Table of ITT for this particular work. This earnest money deposit shall be submitted in Karnataka Public Procurement Portal as per prescribed form & procedure in this regard.

13.2. Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.3. **Any Tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 above shall be rejected by the Employer as non-responsive. The Tenders must be accompanied by Earnest Money Deposit (EMD) of Rs. 33,50,00,000/- (Rupees Thirty-Three Crore Fifty Lakhs only) shall be paid online through e - Procurement Portal using any of the Payment Modes viz., Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC), unconditional Bank Guarantee or an Insurance Surety Bond.**

13.4. The earnest money deposited (EMD) through Karnataka Public Procurement Portal of unsuccessful Tenderers will be returned/released within 30 days of the end of the Tender validity period specified in Sub-Clause12.1 by the e-Governance Department through its Karnataka Public Procurement Portal or upon issue of Work Order to the Successful Tenderer.

13.5. The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6. The Earnest Money Deposit shall be forfeited:

a. If the Tenderer withdraws the Tender after Tender opening during the period of Tender validity.
b. If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24.
c. in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
    i. sign the Agreement
    ii. furnish the required Security deposit (SD)
d. If the Tenderer submitted any morphed / forged / fail / wrong documents with respect the claims made under tender proposals.

14. Format and signing of Tender

14.1. The Tenderer shall prepare the documents comprising the Tender as described in Clause 10 of these Instructions to Tenderers, and upload into the Karnataka Public Procurement Portal. Ordinarily, the document as uploaded in Karnataka Public Procurement Portal shall form the basis to decide the Tender.

14.2. The documents comprising the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the Tender where entries or amendments have been made shall be initialled by the person signing the Tender and uploaded onto Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in).

14.3. The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. SUBMISSION OF TENDERS

15. Online Tender Submission

15.1. The Tenderer shall submit their tenders on Karnataka Public Procurement Portal of e-Governance Department of Government of Karnataka (https://kppp.karnataka.gov.in). Manual tender submission is NOT PERMITTED. Any tender received manually shall be rejected and the Tenderer submitting such tender shall be disqualified.

(i) Technical Proposal and required details as per Cause 10.
(ii) Financial Proposal.

15.2. **Process of e-Tender Submission**

15.2.1. Tender Processing Fees and Downloading of Tender Document

Tenderer can download the Tender document for free from the portal (https://kppp.karnataka.gov.in) till the due date and time for Tender submission. Tenderer shall pay the Tender processing fees prescribed in the Karnataka Public Procurement Portal to participate in this Tender. The Tender processing fee has to be paid through any of the four e-payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated Axis bank branches located across the country

Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment, please refer to Karnataka Public Procurement Portal at the above-mentioned website, or call Karnataka Public Procurement Portal helpline 080- 23010900/901.

Note: It will be in the interest of the Tenderers to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the Tender documents.

15.3. **Authentication of Tender**

The responsive Tender shall be signed by the Tenderer or a person duly authorized to sign by the Tenderer. A letter of authorization shall be supported by a written power-of-attorney accompanying the Tender. All pages of the Tender, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the Tender.

15.4. **Validation of interlineations in Tender**

The Tender shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Tenderer, such corrections shall be initiated by the person or persons signing the Tender.

15.4.1. The Tenderer shall prepare the documents comprising the Tender as described in Clause 10 of Instructions to Tenderers, and upload into the Karnataka Public Procurement Portal(https://kppp.karnataka.gov.in) comprising of

i. Technical Proposal
ii. Financial Proposal.

The document as uploaded in e- Procurement Portal shall form the basis to decide the Tender.

16. Deadline for submission of the Tenders

16.1. Tenders must be received by the Employer on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) no later than the date and time specified in the Karnataka Public Procurement Portal

16.2. The Employer may extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1. Any Tender received by the Employer after the deadline prescribed in Clause 16 will be rejected.

18. Modification and Withdrawal of Tenders – As per e-portal

18.1. Tenderers may modify Tenders in Karnataka Public Procurement Portal or withdraw their Tenders before the deadline prescribed in Clause16 through Karnataka Public Procurement Portal(https://kppp.karnataka.gov.in).

18.2. DELETED

18.3. No Tender can be modified after the deadline for submission of Tenders.

18.4. Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause13.

18.5. Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission. - **DELETED**

E. TENDER OPENING AND EVALUATION

19. Opening of Technical Proposal of all Tenders and evaluation to determine technically qualified Tenderers: As per e-Portal

19.1. The Employer will open the Technical Proposal of all the Tenders received at the specified date and time mentioned in the Karnataka Public Procurement Portal. The intimation regarding opening of tenders shall be communicated to the registered email ID from Karnataka Public Procurement Portal automatically. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2. DELETED

19.3. DELETED

19.4. DELETED

19.5. DELETED

19.6. The Employer shall first undertake evaluation of the (I) Technical Proposal as per this Tender document and details contained hereinafter.

19.6.1. The Employer will evaluate and determine whether each Tender-

a. meets the eligibility criteria defined in Clause 2 of ITT & is not otherwise disqualified as per this Tender;
b. is accompanied by the required earnest money deposit as per stipulations in ITT Clause
c. meets the minimum qualification criteria stipulated in Clause 3 of ITT.
d. Technical presentation on the concept design by the tenderer shall be made to Technical Committee.
e. The Technical Proposal of the Tenderer qualifies in the evaluation by the "Technical Committee".

Please refer "Tender Data Sheet Clause 19.6"

20. Opening of Financial Proposal of qualified Tenderers and evaluation: As per e-Portal

20.1. The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Financial Proposal. The Employer will open the Financial Proposal of only the technically qualified Tenderers at the specified time and date mentioned on Karnataka Public Procurement Portal. In the event of the specified date of Financial Proposal opening being declared a public holiday, the Financial Proposal shall be opened on the next working-day.

20.2. DELETED

20.3. DELETED

20.4. DELETED

21. Process to be confidential

21.1. Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. Clarification of Tenders

22.1. To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at its discretion, ask any Tenderer for clarification of his Tender, including break downs of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause24.

22.2. Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it shall be in writing.

22.3. Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison, or contract award decisions may result in the rejection of its Tender.

23. Examination of Tenders and determination of responsiveness

23.1. Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed (b) is substantially responsive to the requirements of the Tender documents.

23.2. A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3. If a Tender is not substantially responsive, it will be rejected by the Employer at the technical evaluation stage itself, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. All conditional Tenders shall summarily be rejected irrespective of their pre-qualification.

24. Correction of Errors

24.1. Tenders which are determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two shall prevail/govern; and

(b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2. The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6(b).

25. Evaluation and comparison of Tenders

25.1. The Employer will open the Financial-Tender of only the technically qualified Tenders as per Clause 3, 10, 19 & 23; and evaluate and compare the Financial-Tender as per this Tender document.

25.2. In evaluating the Financial Proposal, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price by making any correction of error pursuant to Clause 24.

25.3. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise resulting in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4. The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract will not be taken into account in Tender Evaluation.

25.5. If the Tender of the successful Tenderer is seriously unbalanced in relation to the Employer's approved estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Security Deposit set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the contract.

F. AWARD OF CONTRACT

26. Award Criteria

26.1. Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender document and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, (b) qualified in accordance with the provisions of Clause 3.2.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1. Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, cancel the Tender process and reject all Tenders, at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1. The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3. The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 30 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4. Upon furnishing of Performance Security by the successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Unconditional Security Deposit

29.1. Within the time specified in the Letter of Acceptance, the successful Tenderer shall deliver to the Employer the following unconditional Security Deposits in any of the forms given below in accordance with Clause 43 of the Conditions of Contract.

(i) for an amount equivalent to 5% of the Contract Price (Part-A works) OR as per

the prevailing Government Orders, valid until a date 60 days beyond the date of completion of Part-A works that shall be released 30 days after commencement of O&M works.

(ii) for an amount equivalent to 10% of the Contract Price (Part-B works) OR as per the prevailing Government Orders, valid until a date 60 days beyond the date of completion of Part-B works that shall be released 30 days after issue of Completion Certificate by the Employer.

Both the Performance Securities shall be submitted in the form

- An unconditional bank guarantee in the form given in Section10 (Form of Bank Guarantee) OR Banker's cheque OR Demand draft OR an Insurance Surety Bond in favour of Commissioner, BDA; or,

29.2. If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Scheduled or Nationalized Bank.

29.3. The security deposit if furnished in cash or demand draft can, if requested, by contractor be converted to interest bearing securities at the cost of the Contractor.

29.4. Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit.

30. Advance Payment and Security

30.1. The Employer will provide an advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31. Corrupt or Fraudulent practices

31.1. The GOK requires that the Tenderers/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

(a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a GOK contract.

31.2. Furthermore, Tenderer shall be aware of the provision stated in sub-clause 49.2 of the conditions of contract.

TENDER DATA SHEET

Contents of this Tender Data Sheet shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Wherever there is a conflict, the provisions herein shall prevail over those in ITT.

Tender Data Sheet	
Clause Reference	**Description**
Clause 2.2	Tenders from Joint Ventures are acceptable. ***The number of entities forming Joint Venture shall be limited to TWO (2).*** Tenderer shall mean a single entity or a group of entities (the "Joint Venture") coming together, as the case may be, to implement the Project. However, no Tenderer applying individually or as a member of a Joint Venture, as the case may be, can be a member of another Joint Venture. The term Tenderer used herein would apply to both, single entity and Joint Venture. No change in Joint Venture is allowed during the tender stage or at any stage of the project.
Clause 2.3	The Tenderer (Single Entity / Joint Venture) shall be a company registered under The INDIAN COMPANIES ACT, 1956 /2013 or partnership firm registered under THE INDIAN PARTNERSHIP ACT, 1932 and should have registered as Class 1 Contractor with KPWD mandatorily (certificate to be submitted). In case of Joint Venture, Both the entities should have registered as Class 1 Contractor with KPWD mandatorily (certificate to be submitted).
Clause 2.4	In case of Joint Venture 2.4.1 One of the partners, who is responsible for performing a key function as per the Joint Venture Agreement or is executing a major component of the proposed contract, shall be nominated as being in-charge (hereinafter referred to as "Lead Partner") for tendering period and, in the event of a successful tender, during contract execution. The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners. 2.4.2 All partners of the Joint Venture shall be legally liable, jointly and severally, during the tendering process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned in the above Clause. All members of the Joint Venture must have experience in execution of similar works stated in clause 3.2. 2.4.3 A copy of the Joint Venture Agreement (JVA) entered into by the partners shall be submitted with the Tender submission. Pursuant

Tender Data Sheet	
Clause Reference	**Description**
	to Sub-Clauses 2.4.1 and 2.4.2 above, the JVA shall include among other things: the JVA's objectives; the proposed management structure; the contribution of each partner to the joint venture operations; the commitment of the partners for joint and several liability for due performance; recourse/sanctions within the JVA in the event of default or withdrawal of any partner; and arrangements for providing the required indemnities.
Clause 3.3. C	Technical, administrative, and managerial personnel proposed to be employed for key site management in this work with their qualification details should be furnished in Annexure – III.
Clause 3.3. D	Litigation details of the Tenderers with the details of the parties concerned and the amount involved should be furnished in Annexure-V.
Clause 3.9	Technical Proposal Details to the extent of Concept Design of Scheme shall be submitted as part of Technical Proposal by the Tenderer. NOTE: This is a Design, Build, Operate & Transfer (DBOT) Tender, therefore, the Tenderer are expected to propose their own design within the overall framework of MORTH/ IRC Guidelines/ Standards and other prescribed National/ International standards/ norms and terms & conditions of this Tender limiting the construction period to 36 months and considering the given design parameters in this Tender document for various components in the system. 3.9.1 As part of the Technical Proposal, the Tenderer shall submit Technical Proposal/design after actual site visit as per Clause 6. 3.9.2 A Technical Committee comprising of subject experts shall evaluate the Concept design submitted by the Tenderer. 3.9.3 In order to have utmost transparency in technical evaluation of the design, the minimum parameters which shall be covered (in detail) for the proposed design by Tenderer as part of the Technical Proposal (however, the format shall not be construed to limit the design and Technical Proposal that the Tenderer wishes to submit). (i) Proposal submitted for this scheme shall consist (see format in this regard) but not limited to, a. Horizontal & Vertical Alignment with Pavement composition b. All Typical Cross Sections c. Interchanges, Grade Separators, Flyovers, Overpasses, VUP, Viaducts, ROB's d. Highway Lighting

Tender Data Sheet	
Clause Reference	**Description**
	e. Drainage f. Toll Plazas g. Road Furniture & Safety. (ii) Details of O&M staff considered for effective operation and management with breakup of staff provided at each unit / facility/ location with their skill. (iii) The Consultant/ technical expert who has helped/ assisted the department in any form for preparing the proposal of this scheme cannot be a consultant for the Tenderer during preparation of PSR/ DSR/ designs/ execution/ O&M or in any form which leads to conflict of interest of the department & fraudulent practice. (iv) A preliminary base line schedule depicting all the major activities with their proposed duration shall also be submitted as part of the Technical Proposal. The duration shall not exceed the overall scheme duration of the Project.
Clause 3.10	For the experience certificates furnished by the Tenderers which are obtained from the departments outside the State, clarification will be obtained by the Employer from the concerned department whenever felt necessary as to whether the details furnished in the certificates are genuine, before finalization of evaluation.
Clause 3.11	If the documents of any Tenderer are not found to be genuine at any stage during or after tender process, then such Tenderer shall be disqualified and EMD/ Performance Security shall be forfeited as the case may be and the Tenderer shall be subject to penal action.
Clause 3.12	Sub-contractors 'experience for the particular works to be sublet shall not be taken into account for arriving at the eligibility of the contractor /firm except to the extent of Clause 3.2.(e).
Clause 3.12	The Tenderer should enter into proper agreement with sub-contractor proposed to be sublet and furnish the documentary evidence along with Tender. For avoidance of doubt, the Tenderer shall not sublet or sub-contract the works exceeding 25% of the Part-A of the quoted Contract Price.
Clause 19.6	Technical Proposal Details to the extent of Concept Design of Scheme submitted as part of Technical Proposal shall be evaluated by "Technical Committee" as part of technical evaluation. If the Tenderers' Technical Proposal fails to score minimum prescribed marks as defined in **Annexure – IX**, then such Technical Proposals shall be rejected though they have met the qualification criteria as per Clause 3.2 of ITT. 19.6.1. The Technical Committee shall evaluate and award marks to the

Tender Data Sheet	
Clause Reference	**Description**
	proposed design. The proposed design must score more than 70% marks for technical qualification. In case, the proposed design fails to score at least 70% marks in total, then the Tender shall be declared as technically non-responsive. The decision of the Technical Committee to accept or reject a proposed Technical Proposal/design and shall be final and binding.
Clause 32	Any bidder will be eligible to bid in this tender only if the bidder is registered with Karnataka PWD and should have an established registered office in India.
Clause 32.1	Bidder" (including the term 'tenderer') means any person or firm or company. including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
Clause 32.2	"Bidder from a country which shares a land border with India" for the purpose of this Order means: a. An entity incorporated, established or registered in such country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country, or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
Clause 32.3	The beneficial owner for the purpose of above clause will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

Tender Data Sheet	
Clause Reference	**Description**
	(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official, (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
Clause 32.4	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
Clause 32.5	A certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following format: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered (Where applicable. evidence of valid registration by the Competent Authority shall be attached.)"
Clause 32.6	IN CASES WHERE SUB CONTRACTING IS PROVIDED: A certificate is required to be submitted/ uploaded by the Tenderer in respect of sub-contracting separately in the following format: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

SECTION 3:
QUALIFICATION INFORMATION

SECTION 3: QUALIFICATION INFORMATION

(To be submitted by Single Entity and each Member in case of JV)

ANNEXURE I

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1. Constitution or legal status of Tenderer [Attach copy]

Place of Registration

Principal place of business:

1.2. Total value of civil engineering construction works executed and payments received in the last five years……..(in Rs. Crores)

2020-21……..

2021-22……..

2022-23……..

2023-24……..

2024-25……..

1.3. Work performed as Prime Contractor (in the same name) on works of during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract Rs. (Cr)	Date of issue of work order	Specified period of completion	Actual Date of completion	Remarks explaining reason for delay/ incompletion of work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

1.4. Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Sl No	Year	Name of Work	Name of Employer	Quantity of work performed							Remarks (Indicate contract reference)
				Earth work Excavation, Embankment, Sub-grade and Filling	Construction of GSB/ WMM/CTSB	DBM/BC	Concrete Works M 20 & above	TMT Steel	HT Strands	Structural steel	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

1.5. Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

SL NO.	Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Cr)	Stipulated period of completion	Value of works remaining to be completed (Rs. Cr)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

(B) Works for which Tenders already submitted:

SL NO.	Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Cr)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below

Item of Equipment	Requirement	Availability Status (Owned/Leased)
Concrete Batching Plant and allied Equipment such as Transit Mixer 4 to 7cum capacity), Concrete Pump, Vibrator, etc. (P-50 cum / hr.)		
Paver finisher with sensor		
Hydraulic Rotary Rig of minimum 1200mm diameter		
Hot Mix Plant 100 – 120 TPH Capacity		
Portal/mobile crane of 8T capacity and above		
Excavator – PC 210 & above		
Tippers		
Water tank		
Rollers – Pneumatic		
Rollers – Vibro		
Graders		

Attach Certificates

Item of Equipment	Requirement		Owned/ Hired	Owned and available		Hired		Remarks
	No	Capacity		Number/Capacity	Age/Condition	Number/Capacity	Hire validity	

1.7. Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8. Qualification and experience of the key technical and management personnel in

permanent employment with the Tenderer and those proposed to be deployed on this contract, if awarded.

1.9. Name, address, telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10. Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format provided at **Annexure - IV**

ANNEXURE-II

Certificate from Statutory Auditor for Annual Turnover

(In all classes of civil engineering construction works only)

(To be submitted by Single Entity and each Member in case of JV)

(To be on the letterhead of the statutory auditor with registration number)

This is to certify that M/s_____ registered under _____and having its head office at _____has the following Annual Turnover *(In all classes of civil engineering construction works only)* in the last five years.

2020-21……..

2021-22……..

2022-23……..

2023-24……..

2024-25……..

ANNEXURE-III

Qualification/Experience of key personnel proposed for staff for site management and execution of works under this contract

No.	Position	Number Required	Minimum Qualification	Total Work Experience [years]	Experience In Similar Works [years]
1	Project Director	1	Key manpower resources as per the positions to be deployed		
2	General Manager – Technical	1			
3	Project Manager	1	Graduate in Civil Engineering	15	5 years in execution and supervision of Highway projects
4	Contract Manager	1	Graduate in Civil Engineering	10	3 years in Contract Management and documentation
5	Highway Engineer	1	Full time Post Graduate in Highway Engineering	8	5 years in design, oversight and supervision of Highway projects
6	Structural Engineer	1	Full time Post Graduate in Structural Engineering	10	8 years in design of major bridges, viaducts, PSC, etc.,
7	Geotechnical Engineer	1	Graduate in Civil Engineering	10	8 years in geotechnical investigation and sub-structure evaluation
8	Quality Control Engineer	2	Graduate in Civil Engineering	10	5 years in quality control of Highway projects
9	Safety Engineer	3	Any Graduate	10	5 years of Safety and HSE

					experience on Highway projects
10	Traffic Engineer	1	Graduate in Highway Engineering	10	5 years of Traffic engineering management experience
11	Planning Engineer	1	Graduate in Civil Engineering	8	5 years of experience as planning engineer on highway projects
12	Site Engineers	15	Graduate in Civil Engineering	8	5 years of site execution and supervision

Technical Staff to be employed during O&M:
As per NHAI Maintenance Manual.

Qualification/Experience of other Key Personnel proposed for the technical and administrative functions under this contract

Sl. No	Name of the staff	Proposed Position	Qualification	Total Years of Experience	Years of Experience in the proposed position	Remarks

Seal of the firm **Signature of the Tenderer with date**

ANNEXURE-IV

BANKER'S CERTIFICATE

This is to certify that M/s. ……..is a reputed company with a good financial standing. If the contract for this work, namely …….. (Name of the work) is awarded to the above firm; we shall be able to provide overdraft/credit facilities to the extent of Rs. ---------- to meet the working capital requirements for executing the above contract.

Sd/-
Name of the Bank,
Authorized Signatory

Address……..

ANNEXURE-V

Information on litigations in which the Tenderer is involved:

(To be submitted by Single Entity *and each Partner in case of JV)*

Sl No.	Other Party/ies	Employer	Details of dispute	Amount involved	Remarks showing present status

Attach certificates from the respective Employers.

ANNEXURE-VA

Proposed Methodology & Program of Construction

The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying the capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones shall be submitted.

ANNEXURE-VI

Declaration by the Tenderer for Not being Blacklisted:

(To be submitted by Single Entity and each Partner in case of JV)

It is to certify that our firm.....has not been blacklisted /banned / debarred by any Central/ State / UT Government Department or Undertaking / Organization.

Seal of Tenderer

....

(Signature of the Tenderer)

ANNEXURE-VII

Details of Components proposed to be sublet and sub-contractors involved

Sl. No.	Name of component proposed to be sublet	Name of the Sub Contractor	Details of Experience of sub-contractor in similar work	Annual turnover of Sub-Contractor for the last 3 years (Rs. in Cr)

Seal of the firm **Signature of the Tenderer with date**

Annexure-VIII

Format for Power of Attorney for signing of Tender

(Refer Clause 10.1)

Know all men by these presents, we, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms._____(name), son/daughter/wife of and presently residing at _____, who is presently employed with us and holding the position of_____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for *[Insert Project Name]*(the "Project') proposed or being developed by the Bangalore Development Authority, Bengaluru, Karnataka (the "Employer") including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in pre-tender and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or until the entering into of the Contract with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, _____AND_____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For _____ .

(Signature, name, designation, and address)
of person authorized by Board Resolution
(In case of Firm/ Company)

Witnesses:

1.

2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

(Notarized)
Person identified by me/ personally appeared before me/
Attested/ Authenticated*
(*Notary to specify as applicable)
(Signature Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary
Date:

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*

Annexure-VIIIA

Letter of Declaration

(To be submitted by Single Entity and each Partner in case of JV)

Date:

To:

_____

_____

Dear Sir / Madam,

Sub: "_____" *[mention the name of Project]*

This has reference to the Tender being submitted by _____ *[mention the name of the Tenderer / Lead Partner of the Joint Venture),* as Single Entity/ Lead Partner of the Joint Venture comprising _____ and _____ [mention name(s) of the Partners] in respect of Selection of Tenderer for _____ *[mention the Name of the Project]* in response to the Tender Document issued by the Employer dated _____.

We hereby confirm the following:

1. We _____ *[mention the name of the Tenderer/JV Partner furnishing the Letter of Declaration],* have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:

    - For the purpose of all subsequent communications with the Employer, the Tenderer shall be represented by _____ *[mention name of the authorized representative of the Tenderer/Lead Partner]*;

    - {The Joint Bidding Agreement has been signed between/among____, ___ and _____ *[mention the names of the Partners],* as Partners of the Joint Venture; and the Tender is being submitted on behalf of the Joint Venture by ____ *[mention the name of the Lead Partner].*}[4]

2. We have satisfied ourselves regarding our role as [here give a brief description of the role] in the Project as specified in the Tender. If the Tenderer/Joint Venture is awarded the Project, we shall perform our role as outlined in the Tender to the best of our abilities. We have examined the Tender in detail and the commitments made in the same. We agree and undertake to abide by the Tender and the commitments made therein.

3. We authorize _____ *[mention name of the authorized representative of the Tenderer/Lead Partner]*, as the Authorized Representative and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the Joint Venture, in respect of this Project.

[4]Applicable only in case of Joint Venture

4. {We understand that, no change in the membership in the Joint Venture, in the role and form of responsibility of any Partner shall be permitted after submission of the Tender. If any change in the membership of the Joint Venture is desired, it would be communicated to the Employer in writing for its approval. The Employer would reserve the right to reject such requests for a change of Joint Venture structure, if in its opinion; it would adversely affect the same.}[5]

[5]Applicable only in case of Joint Venture

Annexure-VIIIB

Format for Power of Attorney for Lead Partner of Joint Venture

(To be submitted in case of JV only)

KNOWN ALL MEN BY THESE PRESENTS THAT WE, the Partners, M/s _____, M/s _____ and M/s_____ whose details are given hereunder have formed a Joint Venture (*)/ intend to form a Joint Venture (*) [(*) delete whichever is not applicable] and having our Registered Offices at_____, _____ and _____ respectively (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s_____ having its Registered/Head Office at _____ as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Lead Partner") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to work for the tender for which have been invited by _____ (hereinafter called the “Employer”) for _____ (hereinafter called the “Project”) to undertake the following acts:

1. To sign participate in the tender process including signing and submission of tenders, participating in pre-tender and other conferences, providing information/responses to the Employer and representing us in all matters relating to the tender for the aforesaid Project of the Employer on behalf of the "Joint Venture".

2. To negotiate with the Employer, the terms and conditions for award of the Contract pursuant to the aforesaid tender and to sign the Contract with the Employer for and on behalf of the Joint Venture.

For the above purpose, the person(s) authorized by the Partner In-charge shall be the person(s) authorized to act on behalf of the "Joint Venture" as per the Power of Attorney given to him/her/them by the Partner In-Charge,

It is clearly understood that all the Partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and the Lead Partner shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Design, Build, Testing and Commissioning as well as the Operations and Maintenance Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representatives/Lead Partner quotes in the tender, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF WE THE PRINICPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF

ATTORNEY ON THIS ___ DAY OF _____ 20____.

For and on behalf of _____ [Lead Partner]
Signature.....
Name.....
Designation.....

For and on behalf of _____ [Partner 2]
Signature.....
Name.....
Designation.....

WITNESS:
1. Signature.....
Name.....
Designation.....

2. Signature.....
Name.....
Designation.....
Occupation.....

[Notarized]

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Tenderer should submit for verification, the extract of the charter documents such as resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Partners.*
3. *Power of Attorney executed abroad should conform to the provisions of Notaries Act, 1952 and Indian Stamp Act, 1899.*

Annexure-VIIIC

Format for Joint Venture Agreement

THIS JOINT VENTURE AGREEMENT is entered into on this the _____ day of ____ 20__.

BETWEEN

1. _____, a company/partnership incorporated registered under_____ Act, _____ and having its registered office at _____ (hereinafter referred to as the **"Lead Partner"** or **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

_____, a company/partnership incorporated registered under _____ Act, _____ and having its registered office at _____ (hereinafter referred to as the **"Second Partner"** or **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns

The above-mentioned parties of the FIRST AND SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party."

WHEREAS,

A. _____- (the "Employer"), having its principal office at _____ including its administrators, successors and assigns) have invited Proposals (the "Proposals") by its Tender Document No. _____ dated _____ (the "Tender Document") for _____ (the "Project").

B. The Parties are interested in jointly bidding for the Project as partners of a joint venture (the **"Joint Venture"**) and in accordance with the terms and conditions of the Tender document in respect of the Project, and

C. It is a necessary condition under the Tender document that the partners of the Joint Venture shall enter into a Joint Venture Agreement and furnish a copy thereof with the Tender.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

The Parties do hereby irrevocably constitute a Joint Venture for the purposes of jointly participating in the selection process for the Project.

The Parties hereby undertake to participate in the selection process only through this Joint Venture and not individually and/ or through any other Joint Ventures constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead Partner of the Joint Venture and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the duration of the Project and shall be responsible for _____ *[insert role];*

(b) Party of the Second Part shall be responsible for _____ *[insert role]*

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Document till the expiry of the Contract.

5. Shareholding in the JV

The Parties agree that the proportion of shareholding among the Parties in the JV shall be as follows:

First Party: ____ %

Second Party: ____%

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that

(a) such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) the execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority

to execute this Agreement on behalf of the Joint Venture is annexed to this Agreement, and will not, to the best of its knowledge:

- require any consent or approval not already obtained;
- violate any Applicable Law presently in effect and having applicability to it;
- violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Contract. However, in case the Joint Venture is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Tenderer is not qualified or upon return of the Earnest Money Deposit by the Employer to the Tenderer, as the case may be.

8. Miscellaneous

This Joint Venture Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, Sealed and Delivered:	Signed, Sealed and Delivered:

For and on behalf of **LEAD PARTNER** (Signature):_____ (Name):_____ (Designation): _____ (Address):_____	For and on behalf of **OTHER PARTNER** (Signature):_____ (Name):_____ (Designation):_____ (Address):_____

WITNESS:

1. Signature.....
Name.....
Designation.....

2. Signature.....
Name.....
Designation.....
Occupation.....

Notes:

1. *The mode of execution of the Joint Venture Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Tenderer should submit for verification, the extract of the charter documents such as resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Joint Venture.*

Annexure - IX

Format for Submission of Conceptual Scheme Report

The BDA has constituted an Evaluation Committee, "Technical Committee" that shall evaluate the Conceptual Scheme Report submitted by the Tenderer on the following parameters. The Technical Committee will evaluate each module.

The bidder/his representative shall visit the project locations and photograph at least 25 geo-stamped and time-stamped photographs as a proof of the visit to the project location. These 25-Geo&Time Stamped photographs shall be included as part of the data-sheets/technical bid submission.

Sl. No.	Description	Details to be provided by Tenderer (Attach sheet to explain)	
		Marks	
1	Horizontal & Vertical Alignment with Pavement composition	25	
2	All Typical Cross Sections	10	
3	Interchanges, Grade Separators, Flyovers, Overpasses, VUP	20	
4	Highway Lighting	10	
5	Drainage	10	
6	Toll Plazas	5	
7	Road Furniture & Safety	20	
	Total	**100**	

Note: The purpose of obtaining the above Conceptual Scheme Report is to ensure that the Tenderer has visited the Site and understood the scope of the project. The Tenderers shall present on the conceptual understanding of the project and the proposed scheme for implementation as per the standards and specifications. A minimum of 70 marks in total should be obtained by the Tenderer to qualify under the Technical bid. The evaluation of the Conceptual Scheme Report is at the discretion of the Evaluation Committee of the BDA/BBCL.

SECTION 4:

FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Letter of Acceptance

(On the Letterhead of the Employer)

_____[Date]

To:

_____

[Name and address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated_____for execution of the _____

_____[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit in the form detailed in Clause 29.1 of ITT for an amount of Rs. ——————— towards PART A (Design, Build, Testing & Commissioning) within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e.,up to.....and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken. The Security Deposit for an amount of Rs. ____ towards Part B (Operation & Maintenance) shall be paid immediately upon issuance of completion certificate for the Part A works by the Employer.

Yours faithfully,
Authorized Signature
Name and Title of
Signatory Name of Agency

Issue of Notice to proceed with the work

(On the Letter head of the Employer)

To

——————— (date)

——————————————————— (name and address of the Contractor)
———————————————————
———————————————————
Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of _____ for Tender Price of Rs_____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

This agreement made on this the_____day of_____20_____, between _____ [Name and address of Employer] (hereinafter called "the Employer") of the one part and Name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees_____ [in Figures] (_____) [in Words].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, in the given precedence below viz:

   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract)
   vi) Specifications;
   vii) Drawings
   viii) Bill of Quantities/Schedules; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and (year first) before written.

The Common Seal of was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said

_____

In the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor_____

SECTION 5:
CONDITIONS OF CONTRACT

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities	means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events	are those defined in Clause 38 hereunder.
The Completion Date	is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 45.1
The Contract	is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause2.2 below.
Contract Data	defines the documents and other information which comprise the Contract.
Commencement Date	shall be the date at which the following precedent conditions have all been fulfilled a) signature of the Contract Agreement by both Parties b) receipt of Performance Security c) Certificates for Insurance taken (if any)
Contractor	is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer.
Contractor's Tender	is the completed Tender document submitted by the Contractor to the Employer.
Contract price	is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days	are calendar days; **Months** are calendar months.
Design Build Period / Construction period	shall be period as indicated by the Employer in the Contract from the date of signing of contract including testing and Trial Run Period.
Defect	is any part of the Works not completed in accordance with the Contract.
Defects liability period	is the period named in the Contract Data and calculated from the Completion Date.
Employer	is the party who will employ the Contractor to carryout the Works.
Employer	is the person authorised by the Employer for the Contract

Representative	
Force Majeure	is an event or effect that can neither be anticipated nor controlled (such as Act of God).
Equipment	is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
Intended Completion Date	is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials	are all supplies, including consumables, used by the contractor for incorporation in the Works.
Operation Service Period / Operations and maintenance Period / O&M period	shall be period as indicated by the Employer in the Contract from the date of successful completion of Design Build Period.
Plant	is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function etc.
Site	is the area defined as such in the Contract Data
Specification	means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
Start Date	is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates. All milestones and intended completion dates will depend on this date.
Sub-contractor	is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
Trial Run Period	shall be period as indicated by the Employer in the Contract before the completion of Design Build Period and commencement of O&M Period.
Variation	is an instruction given by the Employer which varies the scope of Works.
Works	what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and vice-versa. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract including Special Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities/Schedules and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not

alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the accepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
   (i) could not have reasonably foreseen
   (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
      A. Prevent loss or damage to physical property from occurring by taking appropriate measures.
      B. insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commencing the works, effect and there after maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or the property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings as approved by the Chief Engineer.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Permanent and Temporary Works to the Employer, who will approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all personnel and activities at the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered at the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer to have access to the Site, to any place where work in connection with the Contract being carried out or intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

All Statutory approvals required for the successful execution of the project including not limited to any approval of the design and drawings, shifting of all utilities, tree cutting and carting away etc complete., shall be obtained by the Contractor at no additional cost and is expected to be included in the quoted Contract Price. The Employer would facilitate the process of coordination with the relevant Authorities.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended

Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer or its authorized representatives shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount and any delays caused to other works due to this shall be attributed to the Contractor.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ issued to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in mutually agreed Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the Tender quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original Tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original Tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills,in the electronic spread sheet, of the value of the work completed less the cumulative amount paid previously.

36.2 The jurisdictional authority shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events and forward to the payment authority.

36.3 The Employer/ authorized representative may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information, **as specified in the contract data.**

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer/ authorized representative shall pay the Contractor the bills within the period, as

specified in the contract data.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) deleted
(b) The Employer orders a delay or does not issue drawings, specifications, or instructions required for execution of works on time.
(c) TheEmployerinstructstheContractortouncoverortocarryoutadditional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of all taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and

procedures and as per formulae given in the Contract Data.

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and during Operation and Maintenance, but shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
(d) Following expressions and meanings are assigned to the work done during the quarter:
(e) R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated Damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the mile stone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor shall use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate

that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The Security deposit shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued for an amount and form and type of instrument acceptable to the Employer.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 "As built" 2D Drawings and/or operating and maintenance manuals are required. The Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data with the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) TheContractorstopsworkfor45dayswhennostoppageofworkisshown on the approved Program and the stoppage has not been authorized by the Employer;

(b) The Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;

(c) The Contractor becomes bankrupt or goes into liquidation other than fora reconstruction or amalgamation;

(d) A payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;

(e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer; is a fundamental breach of Contract

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be levied as defined in the Contract data

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official or another party in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract in detriment of the Borrower, and includes collusive practice among Tenderers (prior to, during or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the

Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding, and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall attend at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be Passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

(a) In case of dispute or differences arising between the employer and contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in **Annexure X**)

(b) Arbitration proceedings shall be held at Bengaluru, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance of work incompliance with contractual milestones under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5. Changes in Activities /Prices

The Physical Activity Progress shall be amended, if necessary, only on getting the approval from the Employer. The prices in the Schedule / activity shall not be altered when such changes are made by Employer /Tenderer.

6. Force Majeure

6.1 Force Majeure Event

Any of the following events which is beyond the control of the party claiming to be affected thereby ("**Affected Party**") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event:

(a) act of God or

(b) any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, labour disruptions, riots or any other industrial disturbances not arising on account of the acts or omissions of the Contractor, for which no offsetting compensation is payable to the Contractor/s.

(c) acts of expropriation, compulsory takeover of the Project Site and Project Facilities by the Government or any part thereof or

(d) Any judgment or any order of a court of competent jurisdiction or statutory authority in India made against the Contractor in any proceedings which is non-collusive and duly prosecuted by the Contractor.

6.2 Obligations of Parties

(a) As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other party of the same setting out, inter alia, the following in reasonable detail:

(i) the nature and extent of the Force Majeure Event;

(ii) the estimated Force Majeure Period;

(iii) the nature of and the extent to which, performance of any of its obligations under this Contract is affected by the Force Majeure Event;

(iv) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and

(v) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the parties under this Contract.

(b) As soon as practicable and in any case within 5 (five) days of notification by the Affected party in accordance with the preceding Clause 6.2 (a), the parties shall meet and hold discussions in good faith and where necessary conduct physical inspection/survey of the project site in order to:

(i) assess the impact of the underlying Force Majeure Event,

(ii) to determine the likely duration of Force Majeure Period and,

(iii) to formulate damage mitigation measures and steps to be undertaken by the parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.

(c) The Affected Party shall during the Force Majeure Period provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding Clause 6.2 (b) as also any information, details or document, which the Parties may reasonably require.

6.3 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Contract because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

(a) due notice of the Force Majeure Event has been given as required by the preceding Article 6.2;

(b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;

(c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project as a result of the Force Majeure Event and to restore the Project, in accordance with the Good Industry Practice and its relative obligations under this Contract;

(d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other party written notice to that effect and

shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;

(e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;

(f) any insurance proceeds received shall be entirely applied to repair, replace or restore the Project Site & Project Facilities damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by the Employer.

6.4 Termination due to Force Majeure Event

(a) Termination

(i) If a Force Majeure Event, is an event described under Clause 6.1(a), (b) and (d), continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 (one hundred and twenty) days, the parties may mutually decide to terminate this Contract or continue this Contract on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 (one hundred and twenty) days, be entitled to terminate this Agreement.

(ii) If the Force Majeure Event is an event described in Clause 6.1 (c) and the Contractor having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Contractor shall be entitled to terminate this Agreement.

Provided further, the Employer may at its sole discretion have the option to terminate this Contract at any time after the occurrence of any event described under Clause 6.1(c)

(b) Termination Notice

If either party, having become entitled to do so, decides to terminate this Contract pursuant to the preceding Clause6.4 (a) (i) or 6.4 (a) (ii), it shall issue Termination Notice setting out ;

(i) in sufficient detail the underlying Force Majeure Event;

(ii) the Termination Date which shall be a date occurring not earlier than 60 (sixty) days from the date of Termination Notice;

(iii) the estimated Termination Payment including the details of computation thereof and;

(iv) any other relevant information.

(c) Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

(i) the Termination Payment, if any, payable by the Employer in accordance with the following Clause 6.4 (d) is paid to the Contractor on the Termination Date and

(ii) the Project Site along with the Project Facilities are handed back to the Employer by the Contractor on the Termination Date free from all Encumbrance.

(d) **Payment upon Termination**

Upon Termination of this Contract due to a Force Majeure Event, Employer shall pay to the Contractor the appropriate amount until such Termination as per the milestone achieved by the Contractor and in accordance with the payment schedule provided at Schedules 1 and 3 respectively provided the Employer shall be entitled to deduct from this payment any amount due and recoverable by the Employer from the Contractor as on the Termination Date and release the Performance Security.

6.5 Liability for other losses, damages etc.

Save and except as expressly provided in this Article, neither party hereto shall be liable in any manner whatsoever to the other party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

7. Vehicles for the Employer's Representatives/ Staff

7.1 The Contractor shall procure brand new air-conditioned vehicles of following make and model:

a) Toyota Innova Crysta or similar variants latest model – Automatic Transmission Top End Diesel– 4 Nos

b) Mahindra Bolero or Equivalent (Manual Transmission, Top End Diesel Model) – 4 Nos.

Before placing the order for vehicles, the Contractor shall get confirmation from the Employer on make and model of the vehicles to be procured

c) The Contractor shall procure the below IT components for Employer's staff

a) Desktop computer with software – 2 Nos
b) Laptop with necessary software – 4 Nos
c) Internet Broadband connection – As per requirement
d) Laser printer, fax, copier – 2 Nos
e) Junior clerks - 2 nos
f) Data Operator - 2 nos
g) Peon - 2 nos

7.2 Cost of the vehicles, IT equipment, all statutory payments, and insurances shall be borne by the Contractor. All the cost in this regard shall be considered in the financial proposal.

7.3 Vehicles shall be registered to the Employer. The Employer shall be responsible for the running and up keeping of these vehicles including, fuel, oil, lubricants, repairs, and maintenance, including drivers.

7.4 Penalty: If the Contractor fails to provide the vehicles, penalty of Rs. 50,000 per vehicle per month of non-availability of the vehicles will be charged.

8. Outline of the Role of PMC under Authority Engineer

Role of PMC under Authority Engineer is listed below:

Sl.No.	Description of Role & Responsibility
A	**Design & Methodology Review:**
1	Reviews and Recommends for Approval all detailed project reports, designs, and drawings to ensure they meet technical standards (e.g., **IRC codes**).
2	Formally Recommends for Approval the contractor's proposed construction methodology and quality management plans before physical work begins.
B	**Construction Supervision & Quality Control:**
1	Conducts daily site inspections to monitor workmanship and material quality.
2	Witnesses and performs quality control tests on materials and completed works to ensure compliance with **MoRTH specifications**.
3	Issues **Non-Conformance Reports (NCR)** if work does not meet standards.
C	**Financial & Milestone Certification**:
1	Verifies work quantities and certifies milestone completion, which is the primary trigger for payment releases to the contractor.
2	Reviews monthly progress reports and recommends any price adjustments or additional costs.
D	**Progress & Safety Monitoring:**
1	Tracks actual progress against the agreed schedule and identifies causes for delays.
2	Ensures strict adherence to safety and environmental management plans.
E	**Project Closeout & Handover:**
1	Conducts final inspections and verifies that all punch-list items are resolved.
2	Issues the **Completion Certificate** or **Provisional Certificate**, marking the formal end of construction and the start of the maintenance phase.
F	**Operation & Maintenance:**
	As per NHAI Maintenance Manual

9. Right of Way:

The Right of Way (fixed to 100m) shall be provided by the Employer. 80% of the total ROW shall be handed over on the date of issuance of notice to proceed. The remaining 20% shall be handed over within 180 days from the date of issuance of notice to proceed.

- Since the ROW is fixed to 100m and the road way construction is limited to 65m, no change in the Horizontal alignment is permitted. Contractor can adopt innovative materials and technologies for the construction of this Urban Highway including all Elevated corridors (viaducts, flyovers, under passes etc.,) with the approval of the Authority Engineer.
- Contractor can alter the longitudinal span of the structural configuration with the approval the Authority Engineer.
- Based on the rolling profile of the land made available and in consideration of a minimum gradient of 2.5% to a maximum gradient of 4.0%, having a design

speed of 80 to 100 kmph, and satisfying the SSD as applicable, the Contractor can arrive at a better design than indicated with the approval of the Authority Engineer. It should also be in compliance with the IRC / MORTH guidelines and provisions.

- Since the ROW of 100 meter is fixed, and the proposed roadway is limited within a 65 meters, the 35 metres has been ear marked for future Infrastructure development, the Contractor is permitted to change alignment keeping in mind all these aspects and on approval from Authority Engineer and in compliance with relevant IRC/MORTH standards.

Annexure X

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Karnataka Arbitration and Conciliation Centre;
2. International Centre of Bengaluru or Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works;
8. Institute of Engineers, Bengaluru chapter.

SECTION 6:
CONTRACT DATA

SECTION 6: CONTRACT DATA

The following documents are also part of the Contract:

<table>
<tr><th>Clause Reference</th><th>Description</th></tr>
<tr><td>CC 1.1</td><td>The Employer is: Bangalore Development Authority, Bengaluru, Karnataka</td></tr>
<tr><td></td><td>The start date shall be the date of issue of notice to proceed with the work</td></tr>
<tr><td>CC 7.1</td><td>A maximum of 25% of the cost of the Part A of the Contract Price shall only be sub-contracted by the Contractor.</td></tr>
<tr><td>CC 13</td><td>Insurance requirements are as under for the tender period
<table>
<tr><th></th><th>Type of Cover</th><th>Minimum cover for Insurance</th></tr>
<tr><td>(i)</td><td>Works and of materials
Plant and machineries</td><td>The sum stated in the Agreement plus 20%</td></tr>
<tr><td>(ii)</td><td>Loss or damage to equipment</td><td>Full replacement cost</td></tr>
<tr><td>(iii)</td><td>Loss or damage to property of Third Party</td><td>Full replacement cost</td></tr>
<tr><td>(iv)</td><td>Personal injury insurance or death
(a) for Third Party</td><td>In accordance with the statutory requirements applicable to Karnataka</td></tr>
<tr><td></td><td>b) for Contractor’s employees or labour</td><td>In accordance with the statutory requirements applicable to Karnataka</td></tr>
</table></td></tr>
<tr><td>CC 14</td><td>Site Investigation Reports</td></tr>
<tr><td>CC 17 & 26</td><td>The Intended Completion Date for the whole of the Activities under Part-A is 36 months from the Appointment Date, with milestones as provided in Schedule 1- Physical Activity Progress.
Appointment Date shall be 30 days from the date of issue of LOA.</td></tr>
<tr><td>CC 21.1</td><td>Possession of the site - The Right of Way (fixed to 100m) shall be provided by the Employer. 80% of the total ROW shall be handed over on the date of issuance of notice to proceed. The remaining 20% shall be handed over within 180 days from the date of issuance of notice to proceed.</td></tr>
<tr><td>CC 25</td><td>The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.
The Methodology and Program of Construction</td></tr>
<tr><td>CC 25.1</td><td>The Contractor shall submit the Work Program (project baseline schedule) to the Employer within 14 (fourteen) days of issuance of the Letter of Acceptance. Further, the Contractor shall provide an updated Work Program by the last day of each Month, which shall clearly demonstrate the actual progress achieved on each activity, the effect of the progress achieved on the timing of the remaining work, and the proposed changes in activities that will enable the Contractor to complete the Works within the Intended Completion Date.</td></tr>
<tr><td>CC 31</td><td>The Defects Liability Period is for one year from Commissioning.</td></tr>
</table>

Clause Reference	Description
CC 34	No variations are applicable in this contract.
CC 34.1, 34.2, 34.3, and 34.4	Deleted
CC 35	No payments for variations are applicable in this contract
CC35.1, 35.2, 35.3, 35.4, 35.5, 35.6 and 35.7	Deleted
CC 36.3	The Authority Engineer appointed shall assist the jurisdictional authority in certifying the bills submitted by the contractor.
CC 37.1	As far as possible, the time period for payment to the contractor is 60 days from the date of submission of the bill.
CC 37.3	The payment shall be as per the SCHEDULE 3: Schedule of Payment
CC 39.1	Taxes shall mean all taxes and duties applicable for execution of the Contract **except GST** that shall be paid by the Employer at then prevailing rates.
CC 40	**Price Adjustment Formula** R= Value of work as defined in Clause 40.1 of Conditions of Contract. ***i. Adjustment for labour component:*** Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula: $V_L = 0.85 \times P_L / 100 \times R \times (L_i - L_o) / L_o$ where, V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour; L_o = The average Consumer Price Index* for industrial workers as applicable to Bangalore Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India; L_i = The average Consumer Price Index* for industrial workers for Bangalore Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India P_L = Percentage of labour component of the work *The Index numbers are available in the web site, http://labourbureau.nic.in/indtab.html. ***ii. Adjustment for Cement Component:*** Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula. $V_C = 0.85 \times P_C / 100 \times R \times (C_i - C_o) / C_o$ where, V_C = Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;

Clause Reference	Description
	C_o = The All-India average Wholesale Price Index** for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi; C_i = The All-India average Wholesale Price Index** for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi P_C = Percentage of cement component of the work *Note: For the application of this clause index of Ordinary Portland Cement has been chosen to represent Cement Group* **The index number are available in the web site *http://eaindustry.nic.in* ***iii. Adjustment for Reinforcement Steel component*:** Price adjustment for increase or decrease in the cost of Reinforcement Steel procured by the contractor shall be paid in accordance with the following formula. $V_{ms} = 0.85 \; X \; P_{ms}/100 \; X \; R \; X \; (S_i - S_o)/S_o$ where, V_{ms} = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Reinforced Steel; S_o = The all-India average Wholesale Price Index for Mild Steel-Long products for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi S_i = The all-India average Wholesale Price Index for Mild Steel-Long products for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi P_{mS} = Percentage of steel component of the work *Note: For the application of this clause, index of* Mild Steel-Long products *has been chosen to represent mild steel group* ***iv. Adjustment for steel component (Structural and HT Strands)*:** Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula. $V_S = 0.85 \; X \; P_S \; /100 \; X \; R \; X \; (S_i - S_o)/S_o$ where, V_S = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel; S_o = The all-India average wholesale price index for Mild Steel-Flat

Clause Reference	Description
	products for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi S_i = The all-India average wholesale price index for steel Mild Steel-Flat products for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi P_S = Percentage of steel component of the work *Note: For the application of this clause, index of* Mild Steel-Flat products *has been chosen to represent steel group.* ***v. Adjustment for Asphalt component*:** Price adjustment for increase or decrease in the cost of asphalt procured by the contractor shall be paid in accordance with the following formula. $V_a = 0.85 \times P_a / 100 \times R \times (S_i - S_o)/S_o$ where, V_a = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for asphalt; S_o = The all-India average Wholesale Price Index for asphalt for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi S_i = The all-India average Wholesale Price Index for asphalt for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi P_a = Percentage of ***asphalt component*** of the work *Note: For the application of this clause, index of bitumen has been chosen to represent Mineral Oils group.* ***vi. Adjustment for Aluminium component*:** Price adjustment for increase or decrease in the cost of Aluminium procured by the contractor shall be paid in accordance with the following formula. $V_{al} = 0.85 \times P_{al} / 100 \times R \times (S_i - S_o)/S_o$ where, V_{al} = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for aluminium; S_o = The all-India average wholesale price index for aluminium for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi S_i = The all-India average wholesale price index for aluminium for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New

Clause Reference	Description
	Delhi P_{al} = Percentage of ***Aluminium*** of the work *Note: For the application of this clause, index of Aluminium metal has been chosen to represent non-ferrous metals group.* ***vii. Adjustment for Fuel and Lubricants:*** Price adjustment for increase or decrease in the cost of Fuel and Lubricants shall be paid in accordance with the following formula: $V_F = 0.85 \times P_F/100 \times R \times (F_i - F_o)/F_o$, where, V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants. F_o= The official rate of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at Bengaluru on the day 30 days prior to the opening of bids. F_i = The official rate of HSD at the IOC/HPCL/BPL or other consumer pump at Bengaluru on the 15th day of the middle of the calendar month of the quarter under consideration. P_F = Percentage of Fuel and Lubricant component of the work. *Note: For the application of this the price of HSD has been chosen to represent Fuel and Lubricant Group.* ***viii. Adjustment for Plant and Machinery Spares Component:*** Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula: $V_P = 0.85 \times P_P/100 \times R \times (P_i - P_o)/P_o$, where, V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares. P_o = The all-India average Wholesale Price Index for Heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi P_i = The all-India average Wholesale Price Index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi P_P = Percentage of Plant and Machinery Spares component of the work. *Note: For the application of this Clause index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares*

<table>
<tr><th>Clause Reference</th><th>Description</th></tr>
<tr><td></td><td>
Group.

ix. Adjustment for Other materials:
Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants[6], procured by the contractor shall be paid in accordance with the following formula:
$V_M = 0.85 \times P_M/100 \times R \times (M_i - M_o)/M_o$,
where,
V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.
M_o = The All-India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi
M_i = The All-India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi
P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

The following percentages will govern the price adjustment for the entire contract:
<table>
<tr><th>Sl No.</th><th>Component</th><th>Percentage</th></tr>
<tr><td>1.</td><td>Labour – P_L</td><td>15%</td></tr>
<tr><td>2.</td><td>Cement – P_C</td><td>8%</td></tr>
<tr><td>3.</td><td>Reinforced Steel - P_{ms}</td><td>12%</td></tr>
<tr><td>4.</td><td>Structural Steel (HT Strands)</td><td>11%</td></tr>
<tr><td>5.</td><td>Asphalt Component – P_a</td><td>15%</td></tr>
<tr><td>6.</td><td>Aluminium Component – P_{al}</td><td>2%</td></tr>
<tr><td>7.</td><td>Fuel and Lubricants – P_F</td><td>15%</td></tr>
<tr><td>8.</td><td>Plant and Machinery</td><td>12%</td></tr>
<tr><td>9.</td><td>Other Materials</td><td>10%</td></tr>
<tr><td></td><td>Total</td><td>100%</td></tr>
</table>
Note: The above percentages for Price Adjustment shall be revised based on the approved DPR on mutual consent.
</td></tr>
<tr><td>CC 40.1</td><td>Price adjustment shall be applicable from the date of signing of Contract till the end of 36th month and any extension of time approved by the</td></tr>
</table>

[6] Add, delete or change depending on the nature of work.

<table>
<tr><th>Clause Reference</th><th>Description</th></tr>
<tr><td></td><td>Authority Engineer from the date of signing of Contract and during O&M period. It is to be noted that based on the WPI of every quarter, Price Adjustment shall be applicable to RA Bills.</td></tr>
<tr><td>CC 41</td><td>The maximum amount of liquidated damages for the whole of the works is ten percent of the Contract Price. The applicable liquidated damages are provided in Schedule 2.</td></tr>
<tr><td>CC 42</td><td>
<table>
<tr><td>Mobilization</td><td>5% of the Contract Price for PART A (Design, Build, Testing & Commissioning)</td><td>On submission of unconditional Bank Guarantee / Insurance Surety Bond equivalent to 5% of the Contract Price. (to be drawn before end of 20% of Contract period) as per the format provided at Section – 10A.</td></tr>
</table>
Recovery of advance payment for mobilization: The advance payment shall be recovered with percentage deductions at the rate of 7.50% from the interim payments certified by the Employer/authorized representative under the Contract.
Recovery of all payments shall commence after the Contractor achieving the 15% of the financial progress.</td></tr>
<tr><td>CC 43</td><td>The following securities to be provided by the Contractor shall form part of the Contract.
a. for an amount equivalent to 5% of the Contract Price (Part-A works) OR as per the prevailing Government Orders, valid until a date 60 days beyond the date of completion of Part-A works that shall be released 30 days after commencement of O&M works.
b. for an amount equivalent to 10% of the Contract Price (Part-B works) OR as per the prevailing Government Orders, valid until a date 60 days beyond the date of completion of Part-B works that shall be released 30 days after issue of Completion Certificate by the Employer.</td></tr>
<tr><td rowspan="3">CC 48</td><td>The date by which “as-built” drawings (in scale 1:500) in 5 sets and soft copy to the employer in appropriate format are required is within 30 days from the date of commissioning.</td></tr>
<tr><td>The date by which Operating and Maintenance Manuals 5 sets and soft copy to the employer in appropriate format are required is within 30 days from the date of commissioning.</td></tr>
<tr><td>The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals by the date required is 1% of Contract Price (Part-B works)</td></tr>
<tr><td>CC 48</td><td>The Schedule of Operating and Maintenance Manuals</td></tr>
<tr><td>CC 49.2</td><td>The following events shall also be fundamental breach of the contract
The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.</td></tr>
</table>

Clause Reference	Description
CC 50.1	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent.

SCHEDULE 1: PHYSICAL ACTIVITY PROGRESS

Up to end of 3rd Month	Up to end of 6th Month	Up to end of 12th Month	Up to end of 24th Month	Up to end of 30th Month	Up to end of 36th Month	
Milestone-1	**Milestone-2**	**Milestone-3**	**Milestone-4**	**Milestone-5**	**Milestone-6**	**Milestone-7**
Completion of Mobilization of all manpower & machinery. Submission of Complete Designs pertaining to all Structures and carriageway (Main and Service lanes)	Approval of Complete Designs pertaining to all Structures and carriageway (Main and Service lanes)	Total Physical Progress - 15%	Total Physical Progress - 45%	Total Physical Progress - 30%	Total Physical Progress - 10%	Commissioning
		Structures - 15%	Structures - 40%	Structures - 35%	Structures - 10%	
		Road work - 15%	Road work - 40%	Road work - 35%	Road work - 10%	
				ITS Works – 50%	ITS Works – 50%	
			Total Cumulative physical progress- 60%	Total Cumulative physical progress- 90%	Total Cumulative physical progress- 100%	

Note : The above milestones and the Project Schedule shall be considered from the Appointment Date / Date of Commencement of Work as issued by the Employer.

PART - B Operation and Maintenance of the scheme	
Operation and maintenance	120 months after Completion of Part-A

SCHEDULE 2: LIQUIDATED DAMAGES

The liquidated damages for the whole of the works will be levied as per the Table below:

Milestone	Liquidated Damages per Day beyond mandatory Completion Date
Part A: Build, Test & Commission	
Milestone-1	0.1 % of Contract Price per Day
Milestone-2	0.1 % of Contract Price per Day
Milestone-3	0.1 % of Contract Price per Day
Milestone-4	0.1 % of Contract Price per Day
Milestone-5	0.1 % of Contract Price per Day
Milestone-6	0.1 % of Contract Price per Day
Milestone-7	0.1 % of Contract Price per Day
Note: The maximum amount of liquidated damages for the whole of the works is ten percent (10%) of Contract Price	

PART B (Operation & Maintenance)
120 months after Completion of Part-A

1. **Pavement and Riding Quality**
   - International Roughness Index (IRI): Measures pavement smoothness/roughness. A lower IRI indicates a smoother, higher-quality road.
   - Pavement Condition Index (PCI): Evaluates surface distresses like cracking, rutting, and potholes.
   - Pothole Rectification Time: Strict adherence to repair timelines, often within 24–48 hours of detection.
2. **Safety and Asset Maintenance**
   - Safety Incident Rate (SIR): Tracks accidents, injuries, or fatalities on the stretch, aiming for a downward trend.
   - Road Marking Visibility & Integrity: Ensures traffic lines and markings are visible (retro reflectivity).
   - Signage Availability: Percentage of operational and visible traffic signs.
   - Drainage Clearance: Regular cleaning to prevent waterlogging and flooding.
3. **Traffic Operations and User Satisfaction**
   - Average Travel Time/Speed: Measures mobility efficiency.
   - Incident Response Time: Time taken for patrol vehicles or ambulances to reach a site of an accident, often required within 15–30 minutes.
   - Lane Availability: Percentage of time lanes are open vs. closed for maintenance, often attracting deductions for excessive closures.
   - Toll Plaza Waiting Time: Maximum acceptable queue length or time for users.
4. **Structure Maintenance**
   - Bridge & Structure Integrity: Regular inspection and maintenance of bridges, culverts, and underpasses.

KPI VALUES AS PER MORTH MAINTENANCE MANUAL (items not limited to the above, but all-inclusive as per MORTH manual)

SCHEDULE 3: SCHEDULE OF PAYMENT

Sl. No.	Activities	Duration from the date of Contract	Payment Schedule after satisfactory completion of work					
			**On Supply	Foundation	Testing	Sub Structure	Super Structure	Successful Commissioning
1	Design and Drawing Submission and Approval	3 months + 3 months	50% on Submission and 50% on Approval					
2	Complete Pavement (Subgrade to finished Surface)	As per Approved Project Schedule		30%	5%	60%		5%
3	All RCC Structures including earth work (filling / cutting)	As per Approved Project Schedule		20%	5%	30%	40%	5%
4	All Structural Steel components / structures	As per Approved Project Schedule	30%	15%	5%	20%	25%	5%
5	Toll Plazas	As per Approved Project Schedule	30%	25%		30%	10%	5%
6	Highway Lighting		30%	25%	15%		25%	5%
7	ITS		30%				50%	20%

Note: The above Schedule of Payment is indicative. The successful Tenderer would be asked to submit a payment schedule which will be scrutinized and

compared with the BOQ in Section 9 and approved by the BDA/BBCL and the payment would be made accordingly.

PART B – OPERATION & MAINTENANCE (Operation & Maintenance for 10 Years excluding energy charges)			
1	Year 1 – 0%	120 Months from the date of completion	Payable quarterly
2	Year 2 – to Year 4 - 6.25% of the quoted price per each year		
3	Year 5 - 9.50% of the quoted price		
4	Year 6 – 37.25% of the quoted price		
5	Year 7 – 9.50% of the quoted price		
6	Year 8 – 12.5% of the quoted price		
7	Year 9 to Year 10 – 6.25% of the quoted price per each year		

Design and drawings - Submission and Approval within 6 months of Notice to Proceed – only after completion of activity. The price to be quoted for this activity shall not exceed 1% of the total Contract Price.

Earthwork – Excavation for pavement – minimum length of 500 meters (price quoted to be divided by the overall length of the project. (X/21000) payable on a per meter for complete width of roadway as and where applicable.

Pavement – Payment for every layer of the Pavement Crust, only after completion of a minimum of 500 meters of that layer. Payable on per meter of completion after a minimum length of 500 meters for that TCS.

Drainage - On construction of longitudinal drains for a minimum of 500 meters and there after on a per meter basis of the quoted price.

Road Furniture On completion of each stretch between interchanges/grade separators. (Quoted price divided by 3.

Interchanges / Grade separator Superstructure amount to be released only after completion of ramps in motorable condition.

RE Panels / Superstructure amount to be released only after completion of ramps in motorable condition.

Retaining Wall

Arboriculture On completion of each stretch between interchanges/grade separators. Quoted price divided by 3

Highway lighting On completion and commissioning of each stretch between interchanges/grade separators. Quoted price divided by 3.

O&M – Non achievement of KPI's - Penalty for various activities (not achieved as per MORTH O&M Manual) shall be applicable as below:

A) Defect Based Daily Penalties -

Defect	Cure Period	Penalty
Potholes	24–48 hrs	₹500–₹1,000 per pothole per day
Rutting / uneven surface	7 days	₹5,000–₹10,000 per km per day
Damaged signage	3 days	₹200–₹500 per sign per day
Road markings faded	7 days	₹1,000–₹5,000 per km per day
Drainage blockage	3 days	₹2,000–₹5,000 per location per day

B) Safety Based Penalties - Initial Penalty: **₹25 lakh** is imposed if more than one accident occurs within a 500-metre stretch in a single year. **Repeated Lapses:** The penalty doubles to **₹50 lakh** if another accident occurs in the subsequent year on the same stretch.

C) Structural Failure Based Penalties - For accidents caused by structural collapse or severe defects in design/maintenance, a penalty of **₹1 crore to ₹10 crore** in fines shall be applicable.

SECTION 7:
SCHEME DETAILS, SCOPE OF WORK & SPECIFICATIONS
(EMPLOYER'S REQUIREMENTS)

ENCLOSED SEPARATELY

SECTION 8: DRAWINGS ENCLOSED SEPARATELY

SECTION 9:
BILL OF QUANTITIES (FINANCIAL PROPOSAL)

SECTION 9: BILL OF QUANTITIES (BoQ) - FINANCIAL PROPOSAL

Preamble:

1. ***Any tender with scanned copies of the BoQ (Financial Proposal) along with the Technical Proposal shall be summarily rejected and such Tenderers shall be disqualified from further evaluation. This BoQ shall be sought from the Selected Tenderer for negotiations and ultimately award of the tender***.

2. The BoQ do not generally give a full description of the Construction Details, Plant and Materials to be supplied and the services to be performed under each item. The entered rates and prices shall be deemed to include for the full compliance with all provisions of the Contract.

3. The Contractor shall quote for each item indicated in the BoQ based on detailed study of technical specification. The Contractor shall be responsible for making suitable assumptions for any item not indicated in the BoQ and shall include the cost of such item/s while quoting the price.

4. The Contractor shall make his own arrangements and include in the costs towards disposing off of surplus excavated earth, debris etc., without causing any infringements.

5. The spares, tools and test equipment required during testing and commissioning and (10) years operation and maintenance period is deemed to be included in the total amount quoted by the Tenderer. No additional claim whatsoever from the Contractor will be entertained by BDA for any plant, equipment, machinery, spares, parts, tools, test equipment etc. procured by the Contractor during testing and commissioning and 10 years operation and maintenance period.

6. At the end of (10) years O & M period, Employer will assess the condition of all the equipment, machinery, plant, civil, mechanical, electrical, etc. and all the damaged, non performing equipment, machinery, plant etc. shall be replaced by the Contractor before handing over the plant to the Employer. The Contractor shall demonstrate satisfactory working of all the equipment, machinery, plant etc. during handing over of the facility to the Employer.

7. Rates for all the items in BoQ shall be filled up. Items left blank or missed are deemed to have been included in other items quoted.

8. The taxes and duties referred in the “Price Schedules” shall cover all the taxes and duties applicable except GST that shall be paid by the Employer at then prevailing rates.

PART A

S. No	ROAD WORKS	Amount INR
1	Submission and Approval of complete Design and Drawings	
2	Site Clearance +Utility Shifting	
3	Earthwork (In excavation, embankment and Filling) excluding interchanges	
4	Pavement – Subgrade, GSB,WMM, DBM & BC excluding at interchanges/grade separators	
5	Drainage – Linear and across	
6	Road Furniture – Pavement marking, sign boards/signage, painting, delineators, cats eyes, etc., CC kerbs, RCC KM stones, guard rails, W metal barriers, gantry overhead signs, traffic beacons, precast post and panel etc.,	
7	Interchanges, Junctions and Entry / Exit Ramps – Construction of exit and entry ramps, excavation, retaining walls, earth filling, pavement, RCC barriers etc.,	
8	Toll Plaza (As per latest applicable and approved technology)	
9	Arboriculture	
10	Highway Lighting (min. 40 lux @ 30 meter spacing)	
11	Miscellaneous Items	
12	Maintenance during Construction	

S. No	STRUCTURE WORKS	Amount INR
13	Culvert	
14	Vehicular Underpass	
15	Minor Bridge	
16	Road Over Bridge (ROB)	
17	Flyovers (at 0+90 to 0+840, 14+115 to 15+200)	
18	Flyovers (Viaduct, Lake, Forest)	
19	Overpass	

S. No	EARTH RETAINING STRUCTURES	Amount INR
20	RCC Walls	
21	RE Walls (Approach area)	
S.No	INTELLIGENT TRANSPORT SYSTEM (ITS)	
22	INTELLIGENT TRANSPORT SYSTEM (ITS) – ITMS modules (Traffic Monitoring camera system, Lane control system, VIDES, Drone surveillance system, Emergency roadside telephone system, public announcement system, variable	

	message sign, vehicle actuated speed display, mobile radio and Toll collection system.	
	GRAND TOTAL – PART A	

PART B

1	Operation & Maintenance	

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:_____[name of Employer]
_____[Address of Employer]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken in pursuance of Contract No. dated to execute [name of Contract and brief description of Works] (herein after called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOWTHEREFORE whereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____[amount of guarantee] Rupees_____[in words], and we undertake to pay you, upon your first written demand and without caveat or argument, any sum or sums within the limits of_____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

SECTION 10A: FORMAT OF BANK GUARANTEE FOR ADVANCE PAYMENT

To
(Name & Address of Employer)
_____
_____

Gentlemen,
In accordance with the provisions of the Conditions of Contract, clause 42 ("Advance Payment") of the above-mentioned Contract, [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with [name of Employer] bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of_____ [amount of guarantee] * [in words].

We, the_____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [name of Employer] on his first demand without what so ever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding___[amount of guarantee]* [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between
_____[Name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until_____[name of Employer] receives full repayment of the same amount from the Contractor.

Signature and seal :
Name of Bank :
Address :
Date :

(*) An amount shall be inserted by the bank representing the amount of the Advance Payment and denominated in Indian Rupees.

SECTION 10B: FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

Ref: No.....
Insurance Surety Bond No.....
Dated.....
To,
To
(Name & Address of Employer)
_____
_____

Dear Sir,
1. In consideration of you, _____ ,_____(place), (here in after referred to as "Employer" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) having agreed to receive the tender of _____ M/S..... (name of tenderer/company)having its registered /head office at ..... (hereinafter referred to as the "Tenderer" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) for the work of _____(name of work) pursuant to the RFP Document ____, and the Tenderer having agreed to provide a Performance Security (Unconditional Irrevocable Insurance Surety Bond) equivalent to Rs_____(in words_____) for the faithful performance of the entire contract.
2. We (name of Insurance Company) _____ registered under the laws of India having Head/Registered office at_____ and registered with Insurance Regulatory and Development Authority of India (IRDAI) (hereinafter referred to as "the Insurer" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators executors and permitted assignees) do hereby guarantee and undertake to pay immediately on the first demand in writing (through email or registered post or speed post or courier) any / all money to the extent of Indian Rs (in figures) _____ (Indian Rupees (in words)..... without any demur, reservation , contest and/or without any reference to the Tenderer and without your needing to prove or to show grounds or reasons for your demand for the sums specified there in. Any such demand made by Employer on the Insurer by serving a written notice shall be conclusive and binding not withstanding any difference between the Employer and the Tenderer or any dispute pending before the court, Tribunal, Arbitrator or any other authority. We agree that the guarantee (Insurance Surety) herein contained shall be unconditional and irrevocable and shall continue to be enforceable until it is discharged by employer in writing. This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Insurer.
3. The Insurer also agrees that Employer at its option shall be entitled to enforce this Guarantee (Unconditional Insurance Surety Bond) against the Insurer in the first instance, without proceeding against the tenderer and not withstanding any surety or other guarantee that employer may have in relation to the Contractor's liabilities.
4. The Insurer further agrees that Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Employer against the said Tenderer(s) and to forbear or enforce any of the terms

and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or any forbearance, act or omission on the part of employer or any indulgence by Employer to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Insurer.

5. This Insurance surety bond shall not be discharged by any change in our constitution, in the constitution of employer or that of the contractor.

6. The Insurer confirms that this guarantee has been issued with observance of appropriate laws of the country of issue i.e.India and as per applicable rules and regulations of Insurance Regulatory and Development Authority of India(IRDAI)

7. The Insurer also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the notice inviting tender is issued.

8. Notwithstanding anything herein above, our liability under this Insurance Surety Bond is limited to Indian Rs (in figures) .....(Indian Rupees (in words)..... Only) and our guarantee shall remain in force until 45 days from the date of validity of the Tender period.

9. The Insurer hereby agrees to waive rights of subrogation against employer and its respective directors, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

In witness whereof, the Insurer, through its authorised officer, has set its hand and stamp on this ... ……..day of ..... at .....

(Signature) _____

(Full name) _____ _____

(Designation) _____

Address _____

_____

Date: _____

Note:

1) This Insurance surety Bond/ all further communications relating to the Insurance Surety Bond should be forwarded to Executive Engineer (Infrastructure Division), BDA,_____ (insert the address of the tender inviting Authority) only.

2) Insurance surety Bond should be executed on appropriate stamp paper of requisite value.

3) The Issuing Insurance Company shall write the name of Insurance company's controlling Branch/Head office along with contact details like telephone no., e-mail id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that Branch/Head office, if so required.